



JIM McDONNELL, SHERIFF

County of Los Angeles  
Sheriff's Department Headquarters  
4700 Ramona Boulevard  
Monterey Park, California 91754-2169



*A Tradition of Service*

**ADOPTED**

May 12, 2015

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
Los Angeles, California 90012

44 May 12, 2015

  
PATRICK OGAWA  
ACTING EXECUTIVE OFFICER

Dear Supervisors:

**PUBLIC SAFETY EQUIPMENT USE AGREEMENT BETWEEN  
THE COUNTY OF LOS ANGELES AND  
SPECIAL OLYMPICS INTERNATIONAL, INC.  
(ALL DISTRICTS) (3 VOTES)**

**SUBJECT**

The Los Angeles County (County) Sheriff's Department (Department) seeks approval of a Public Safety Equipment Use Agreement (Agreement) with Special Olympics International, Inc. (SOI), whereby the Department will provide five Department black and white Ford Utility patrol vehicles (Vehicles) to SOI to be utilized as a ceremonial escort for the Flame of Hope during the Unified Relay Across America (URAA), which takes place from May 26, 2015, through July 10, 2015. The Agreement will have no negative impact upon law enforcement services within the County.

**IT IS RECOMMENDED THAT THE BOARD:**

Delegate authority to the Sheriff, as an agent for the County, to execute an Agreement with SOI substantially similar to the attached Agreement, effective upon execution by the Sheriff through August 31, 2015, for SOI's use of five Vehicles as a ceremonial escort for the Flame of Hope during the URAA.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

SOI has requested that the County, through the Department, loan five Vehicles to be utilized as a ceremonial escort for the Flame of Hope during the URAA from three starting points on the east coast to the city of Los Angeles, where the 2015 Special Olympics World Summer Games will be held. SOI is anticipating the participation of 7,000 athletes, representing 177 countries.

The Vehicles shall only be operated by SOI volunteers who are off-duty Department employees/volunteers, who have been pre-approved by the Department. A mutually agreed-upon operations plan will be developed by SOI and the Department, which shall set forth among other things, the Vehicle delivery schedule and the URAA timeline and routes. In the event that the required number of pre-approved SOI volunteers who are off-duty Department employees/volunteers is not secured by SOI to staff the mutually agreed-upon operations plan, this Agreement will not be executed by the Sheriff, or if already executed, shall terminate immediately upon the determination of the lack of required SOI volunteers.

### **Implementation of Strategic Plan Goals**

This Agreement supports the County's Strategic Plans, Goal 3, Integrated Services Delivery. This Agreement aims to measurably improve client and community outcomes and leverage resources through the continuous integration of health, community, and public safety services.

### **FISCAL IMPACT/FINANCING**

None. During the term of the Agreement, the SOI shall pay the Department for use of the Vehicles provided under this Agreement at the vehicle cost rates, as determined by the County's Auditor-Controller. SOI shall reimburse the County for all costs associated with any accident or vehicle repairs. If a Department supervisor(s) is required to respond to an incident during the term of the Agreement, SOI will reimburse the Department at the hourly billing rates established by the County's Auditor-Controller.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The Vehicles will be provided "as-is" and SOI shall inspect the Vehicles prior to acceptance to determine that they are in good working order. SOI shall provide all fuel for the Vehicles and shall pay for all washing, parking, and highway tolls incurred during the use of the Vehicles by SOI. SOI shall assume all risk of loss to the Vehicles upon acceptance of the Vehicles, and shall be responsible for any and all damages to the Vehicles.

SOI shall indemnify, defend, and hold harmless the County from and against any and all liability arising from and/or relating to the Agreement, including but not limited to, damages to Vehicles, injuries to SOI volunteers, County employees/volunteers, and/or third parties. SOI shall maintain programs of insurance as identified in the Agreement.

The attached Agreement has been reviewed by the Chief Executive Officer's Risk Management Branch.

The attached Agreement has been reviewed and approved as to form by County Counsel.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

There is no anticipated negative impact on current law enforcement services. Under the terms of the Agreement, SOI will be billed for use of the Vehicles and personnel costs associated with any required incident investigations at the rates established by the County's Auditor-Controller. Revenue generated under these rates fully reimburses the County.

**CONCLUSION**

Upon Board approval, please return one adopted copy of this Board letter to the Department's Contract Law Enforcement Bureau.

Sincerely,

A handwritten signature in black ink, appearing to read "Jim McDonnell". The signature is stylized with a large, looping initial "J" and a cursive "McDonnell".

JIM McDONNELL

Sheriff

JM:EA:ea

Enclosures

**PUBLIC SAFETY EQUIPMENT USE AGREEMENT  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND SPECIAL OLYMPICS INTERNATIONAL, INC.  
FOR UNIFIED RELAY ACROSS AMERICA**

This Public Safety Equipment Use Agreement ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by and between the County of Los Angeles ("County") and the Special Olympics International, Inc. ("SOI"), effective upon execution by both parties.

**1. Loan of Public Safety Equipment**

The County, through the Los Angeles County Sheriff's Department ("Sheriff's Department") hereby loans the following public safety equipment ("Vehicles") for the exclusive use of the SOI during the term of this Agreement for purposes of providing a ceremonial escort of the Flame of Hope during the Unified Relay Across America ("URAA") which takes place between May 26, 2015 and July 10, 2015:

Vehicle Description 1 of 5:

VIN: 1FM5K8AR3FGA57185

County Vehicle Number: SH5773

Make: FORD

Model: UTILITY POLICE INTERCEPTOR

Year: 2015

Vehicle Description 2 of 5:

VIN: 1FM5K8AR8FGA57179

County Vehicle Number: SH5781

Make: FORD

Model: UTILITY POLICE INTERCEPTOR

Year: 2015

Vehicle Description 3 of 5:

VIN: 1FM5K8AR9FGA57191

County Vehicle Number: SH5784

Make: FORD

Model: UTILITY POLICE INTERCEPTOR

Year: 2015

Vehicle Description 4 of 5:

VIN: 1FM5K8AR5FGA88504

County Vehicle Number: SH5787

Make: FORD

Model: UTILITY POLICE INTERCEPTOR

Year: 2015

Vehicle Description 5 of 5:

VIN: 1FM5K8AR0FGA88491

County Vehicle Number: SH5792

Make: FORD

Model: UTILITY POLICE INTERCEPTOR

Year: 2015

**2. Use of Vehicles**

- 2.1 The SOI may use the Vehicles only as a ceremonial escort of the Flame of Hope during the URAA from three starting points on the East Coast to the City of Los Angeles where the 2015 Special Olympics World Summer Games will be held. A mutually agreed-upon operations plan, which shall be incorporated herein by this reference, shall be developed by SOI and the Sheriff's Department. The operations plan shall set forth, among other things, the Vehicle delivery schedule and the URAA timeline and routes.
- 2.2 The Vehicles shall only be operated by SOI volunteers that are off-duty Sheriff's Department employees/volunteers, which have been pre-approved by the Sheriff's Department. The Sheriff's Department will provide SOI with a list of the approved SOI volunteers. In the event that the required number of pre-approved SOI volunteers that are off-duty Sheriff's Department employees/volunteers is not secured by SOI sufficient to staff the mutually agreed-upon operations plan, this Agreement shall terminate immediately upon the determination of the lack of required SOI volunteers.
- 2.3 The SOI shall not use or operate the Vehicles in violation of any federal, state, local or provincial law, rule, regulation, or ordinance including those pertaining to the age and licensing of drivers.
- 2.4 Under no circumstances shall the SOI disconnect a Vehicle odometer or other mileage or use recording device.
- 2.5 The Vehicles shall not be used or operated as follows:
  - 2.5.1 In a manner subjecting the Vehicles to depreciation above the normal depreciation associated with public safety use; and/or

2.5.2 For an illegal purpose or by a person under the influence of alcohol or narcotics.

2.6 The SOI shall pay County for the use of the Vehicles at the rates set forth on Attachment A, Vehicle Operating Costs, of this Agreement.

3. **Safekeeping and Maintenance of Vehicles**

3.1 The SOI shall exercise due care for the safekeeping of the Vehicles during the term of this Agreement.

3.2 The SOI shall ensure that the Vehicles are kept in good working order and condition and shall comply in every respect with the Vehicles' manufacturer's/owner's manuals.

3.3 The Vehicles are provided to SOI "as-is." To the best of County's knowledge, the Vehicles are in good working order and have been properly maintained by the County.

3.4 The SOI shall inspect the Vehicles upon initial delivery to SOI and, by acceptance thereof, finds the Vehicles in good working order and condition.

3.5 With regard to accident repairs, the County shall perform all accident repairs on the Vehicle and shall bill the SOI for the actual costs of such accident repairs. The SOI and County will consult on what accident repairs are necessary. After consultation with the SOI, the County shall make a final determination on what accident repairs are necessary. The SOI shall pay the County for Vehicle accident repair costs as the costs are incurred.

3.6 The Vehicles shall be repaired solely by the County, unless otherwise authorized by the County. The SOI and any of its third party vendors are prohibited from performing any maintenance and repairs on the Vehicles.

3.7 The SOI shall provide fuel for the Vehicles during the ceremonial escort.

3.8 The SOI shall be solely responsible for payment for all washing, parking, garage, highway/road service tolls, and fines incurred in connection with the use of the Vehicles during the term of this Agreement.

4. **Inspection by County**

The County shall have the right to inspect the Vehicles immediately upon request by the County, at any time during the term of this Agreement. The SOI shall provide the County with such mileage, safety, operating, and other information, or copies of

any such records maintained by the SOI with respect to the Vehicles, as the County or any government agency may require from time to time.

5. **Titles**

The County shall retain ownership of the Vehicles used by the SOI during the term of this Agreement. Legal and registered title to the Vehicles is, and shall, at all times, remain in the name of the County.

6. **Term of Agreement**

The term of this Agreement shall commence upon execution by both parties and shall terminate on August 31, 2015, unless sooner terminated or extended, in whole or in part, as set forth herein

7. **Termination**

7.1 Either party may terminate this Agreement by giving fifteen (15) calendar days advance written notice to the other party.

7.2 Upon termination of this Agreement, the SOI shall immediately return the Vehicles to the County.

8. **Indemnification and Insurance**

8.1 The SOI shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents, and volunteers from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Agreement, including but not limited to any and all damages to Vehicles and any and all injuries to SOI volunteers, County employees/volunteers, and/or third parties.

8.2 General Provision for All Insurance Coverage

Without limiting SOI's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, SOI shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.2 and 8.3 of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon SOI pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the SOI for liabilities which may arise from or relate to this Agreement.

#### 8.2.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the SOI's General Liability policy, shall be delivered to County at the address shown below and provided upon commencement of the term of this Agreement.
- Renewal Certificates shall be provided to County not less than ten (10) calendar days prior to SOI's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required SOI and/or sub-contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of SOI, identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by SOI, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

Los Angeles County Sheriff's Department  
Contract Law Enforcement Bureau  
Attn: Captain Rick Mouwen  
4700 Ramona Boulevard, #214  
Monterey Park, CA 91754



SOI also shall promptly report to County any injury or property damage accident or incident, including any injury to a SOI employee or volunteer occurring on or in County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to SOI. SOI also shall promptly notify County of any third party claim or suit filed against SOI or any of its sub-contractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against SOI and/or County.

#### 8.2.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, elected officials, officers, agents, employees and volunteers (collectively County and its Agents) shall be provided additional insured status under SOI's General Liability policy with respect to liability arising out of SOI's use of the Vehicles. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the SOI's acts or omissions, whether such liability is attributable to the SOI or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

#### 8.2.3 Cancellation of or Changes in Insurance

SOI shall provide County with, or SOI's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) calendar days in advance of cancellation for non-payment of premium and thirty (30) calendar days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Agreement.

#### 8.2.4 Failure to Maintain Insurance

SOI's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material

breach of the Agreement, upon which County immediately may withhold payments due to SOI, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from SOI resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to SOI, deduct the premium cost from sums due to SOI or pursue SOI reimbursement.

**8.2.5 Insurer Financial Ratings**

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

**8.2.6 SOI's Insurance Shall Be Primary**

SOI's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to SOI. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any SOI coverage.

**8.2.7 Waivers of Subrogation**

To the fullest extent permitted by law, SOI hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. SOI shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

**8.2.8 Sub-Contractor Insurance Coverage Requirements**

SOI shall include all sub-contractors as insureds under SOI's own policies, or shall provide County with each sub-contractor's separate evidence of insurance coverage. SOI shall be responsible for verifying each sub-contractor complies with the Required Insurance provisions herein, and shall require that each sub-contractor name the County and SOI as additional insureds on the sub-contractor's General Liability policy. SOI shall obtain County's prior review and approval of any sub-contractor request for modification of the Required Insurance.

**8.2.9 Deductibles and Self-Insured Retentions (SIRs)**

SOI's policies shall not obligate the County to pay any portion of any SOI deductible or SIR. The County retains the right to require

SOI to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing SOI's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

#### 8.2.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. SOI understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

#### 8.2.11 Application of Excess Liability Coverage

SOIs may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

#### 8.2.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

#### 8.2.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, SOI use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

#### 8.2.14 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

### 8.3 Insurance Coverage

#### 8.25.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County

and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.25.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of SOI's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If SOI will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to SOI's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 Property Coverage insurance at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its Agents shall be named as an Additional Insured and Loss Payee on SOI's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

## 9. **Risk of Loss**

- 9.1 The SOI shall assume all risk of loss to the Vehicles from the time the Vehicles are delivered by the County to the SOI, and inspected and accepted by the SOI, until the Vehicles are returned to the County upon

expiration or termination of this Agreement.

- 9.2 Upon inspection/acceptance of the Vehicles, the SOI shall be responsible for any and all damages to the Vehicles.
- 9.3 In the event of damages to a Vehicle or a Vehicle is in need of repair, the SOI shall notify the County to that effect and follow such instructions that the County may provide with respect to towing, repair, or disposal of the Vehicle. If a Vehicle is lost, stolen, destroyed, or declared to be a total constructive loss (subject to the County's agreement as to such condition), the SOI shall properly notify the County thereof and hold any wreckage for disposal by the County. With respect to any loss, theft, or destruction of a Vehicle, the County and the SOI shall negotiate the value for a comparably equipped vehicle in a condition similar to the lost, stolen, or destroyed Vehicle immediately prior to any such loss, theft, or destruction. The SOI shall reimburse the County for the value of the lost, stolen, or destroyed Vehicle.

#### 10. **Investigations of Incidents Involving Vehicles**

- 10.1 The SOI shall notify the Sheriff's Department's Reserve Forces Bureau of any incidents involving the Vehicles. An "incident" includes but is not limited to traffic collision, vandalism, and theft.
- 10.2 As directed by the Sheriff's Department, the SOI shall make available the Vehicle for any Sheriff's Department-mandated investigations related to use of the Vehicles.
- 10.2 The SOI shall reimburse the County for all costs associated with a Sheriff's Department supervisor(s)' required response to an incident arising during the term of this Agreement. The SOI shall pay County at the hourly rate for the cost of the investigative team as set forth on Attachment B, Rate Sheet, of this Agreement. The SOI shall also reimburse County for travel expenses (flights, vehicle rentals, lodging, and meals) at the standard per diem costs established by the County of Los Angeles.

#### 11. **Billing Rates and Costs**

- 11.1 The SOI shall pay the County for the use of the Vehicles provided under this Agreement at the billing rates set forth on Attachment A. Vehicle Operating Costs, and Attachment B, Rate Sheet, of this Agreement, as established by the County Auditor-Controller.

12. **Payment Procedures**

- 12.1 Except as otherwise set forth herein, the County, through the Sheriff's Department, shall render to the SOI, within ten (10) calendar days after the termination of this Agreement, an invoice which details the costs associated the use of the Vehicles and any County personnel provided by the County pursuant to Section 10.2 of this Agreement, and the SOI shall pay the County for all undisputed amounts within sixty (60) calendar days after date of said invoice.
- 12.2 If such payment is not delivered to the County office which is described on said invoice within sixty (60) calendar days after the date of the invoice, the County is entitled to recover interest thereon. For all disputed amounts, the SOI shall provide the County with written notice of the dispute including the invoice date, amount, and reasons for dispute within ten (10) calendar days after receipt of the invoice. The parties shall memorialize the resolution of the dispute in writing. For any disputed amounts, interest shall accrue if payment is not received within sixty (60) calendar days after the dispute resolution is memorialized.
- 12.3 Interest shall be at the rate of ten percent (10%) per annum or any portion thereof, calculated from the date of the undisputed invoice, or in the case of disputed amounts, calculated from the date the resolution is memorialized.

13. **Amendments**

No variation, modification, change, or amendment to this Agreement shall be binding upon any party unless such change is in the form of a written Amendment duly authorized and executed by all parties. This Agreement shall not be amended or modified by oral agreements or understandings among the parties or by any acts or conduct of the parties.

14. **Notices**

- 14.1 All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified below. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

14.2 Notices to the County shall be provided to the following:

Los Angeles County Sheriff's Department  
Contract Law Enforcement Bureau  
Attn: Captain Rick Mouwen  
4700 Ramona Boulevard, #214  
Monterey Park, CA 91754

14.3 Notices to SOI shall be provided to the following:

Special Olympics International, Inc.  
Attn: Mike Teem  
1133 19<sup>th</sup> Street NW  
Washington, D.C. 20036

14. **Independent Contractor**

This Agreement is by and between the County and the SOI and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the SOI. The employees and agents of one party shall not be construed to be employees and agents of the other party.

15. **Governing Law, Jurisdiction, and Venue**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The SOI agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

16. **Validity and Waiver**

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby. No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

17. **Assignment**

A party shall not assign its rights or delegate its duties under this Agreement, in whole or in part, without the prior written consent of the other party, and any attempted assignment or delegation without such consent shall be null and void.

18. **Authorization Warranty**

The SOI represents and warrants that the person executing this Agreement for the SOI is an authorized agent who has actual authority to bind the SOI to each and every term, condition, and obligation of this Agreement and that all requirements of the SOI have been fulfilled to provide such actual authority.

19. **Integrated Agreement**

This Agreement constitutes the entire understanding of the parties, and no representations or promises have been made that are not fully set forth herein. The parties understand and agree that no modifications to this Agreement will be binding unless such modification is in writing, duly accepted, and executed by both parties pursuant to Section 12, Amendments, of this Agreement.

[Continued on following page for signatures]



**PUBLIC SAFETY EQUIPMENT USE AGREEMENT  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND SPECIAL OLYMPICS INTERNATIONAL, INC.  
FOR UNIFIED RELAY ACROSS AMERICA**

IN WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be executed on its behalf by the Sheriff of the County of Los Angeles, and the Special Olympics International, Inc. has caused this Agreement to be executed on its behalf by its authorized officer, on the dates indicated below.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Jim McDonnell, Sheriff

Date \_\_\_\_\_

SPECIAL OLYMPICS INTERNATIONAL, INC.

By  \_\_\_\_\_

Date 4/29/15 \_\_\_\_\_

APPROVED AS TO FORM:  
MARK J. SALADINO  
County Counsel

By  \_\_\_\_\_  
Senior Deputy County Counsel

COUNTY OF LOS ANGELES

**SHERIFF'S DEPARTMENT**

Attachment A

*"A Tradition of Service"*

*Since 1850*

**VEHICLE OPERATING COSTS**

**RATES for LAW ENFORCEMENT SERVICES**

**FISCAL YEAR 2014-2015**

VEHICLE TYPE	COST
BLACK & WHITE FORD UTILITY	\$0.40 Per Mile
SAFETY INSPECTION <i>Completed prior to vehicle leaving</i>	\$35.52
PM-A SERVICE <i>Completed upon the vehicle's return</i>	\$71.13
Information provided by Fleet Management Unit	

CLEB:EA 03-25-15

**SHERIFF'S DEPARTMENT***"A Tradition of Service"**Since 1850***RATE SHEET****HOURLY RATES FOR LAW ENFORCEMENT SERVICES****Fiscal Year 2014-2015****AS PUBLISHED BY THE AUDITOR-CONTROLLER**

SERVICE UNIT	HOURLY RATE	LIABILITY @ 3%	TOTAL
Commander	\$171.60	5.15	\$176.75
Captain	151.12	4.53	\$155.65
Lieutenant	121.67	3.65	\$125.32
Sergeant	101.52	3.05	\$104.57
Sergeant, Motor	107.11	3.21	\$110.32
Sergeant, Arson/Explosive	112.69	3.38	\$116.07
Sergeant, SEB/ESD	107.11	3.21	\$110.32
Sergeant, Pilot	118.27	3.55	\$121.82
Deputy, B-II	102.14	3.06	\$105.20
Deputy, B-II, Arson/Explosive	113.37	3.40	\$116.77
Deputy, B-II, SEB/ESD	107.75	3.23	\$110.98
Deputy, Bonus II Pilot	107.75	3.23	\$110.98
Deputy, B-I	83.73	2.51	\$86.24
Deputy, Generalist	77.06	2.31	\$79.37
Deputy, Generalist Observer	81.30	2.44	\$83.74
Deputy, Reserve	40.48	1.21	\$41.69
Asst. Automotive Equip Coordinator	55.60	1.67	\$57.27
Asst. Director, Bureau of Operations	111.86	3.36	\$115.22
Civilian Investigator	62.07	1.86	\$63.93
Combo Truck Driver	40.66	1.22	\$41.88
Communications Operator II	48.15	1.44	\$49.59
Community Services Assistant	29.20	0.88	\$30.08

SERVICE UNIT	HOURLY RATE	LIABILITY @ 3%	TOTAL
Crime Analyst	60.56	1.82	\$62.38
Criminalist	64.25	1.93	\$66.18
Criminalistics Lab Technician	43.20	1.30	\$44.50
Custody Assistant	49.11	1.47	\$50.58
Custody Assistant, Patrol	51.81	1.55	\$53.36
Custodian	27.02	0.81	\$27.83
Digital Systems Technician	67.17	2.02	\$69.19
Electrician	67.85	2.04	\$69.89
Electrician, Supervisor	78.03	2.34	\$80.37
Electronic Audio Technician	63.82	1.91	\$65.73
Electronic Communication Tech	67.17	2.02	\$69.19
Electronic Comm Equip. Installer	44.51	1.34	\$45.85
Employment Services Asst I	43.20	1.30	\$44.50
Evidence & Prop Custodian I	36.61	1.10	\$37.71
Evidence & Prop Custodian II	43.02	1.29	\$44.31
Evidence & Prop Custodian III	45.42	1.36	\$46.78
Forensic ID Specialist I	60.86	1.83	\$62.69
Forensic ID Specialist II	73.58	2.21	\$75.79
General Maintenance Worker	39.87	1.20	\$41.07
Helicopter Maintenance Inspector	78.88	2.37	\$81.25
Helicopter Mechanic	71.21	2.14	\$73.35
Information Systems Analyst I	66.07	1.98	\$68.05
Information Systems Analyst II	70.97	2.13	\$73.10
Intermediate Stenographer	36.26	1.09	\$37.35
Intermediate Clerk	32.26	0.97	\$33.23
Intermediate Typist Clerk	33.05	0.99	\$34.04
Inventory Control Assistant I	36.52	1.10	\$37.62
Law Enforcement Technician	44.49	1.33	\$45.82
Management Secretary V	63.00	1.89	\$64.89

SERVICE UNIT	HOURLY RATE	LIABILITY @ 3%	TOTAL
Marshal's Dispatcher I	41.23	1.24	\$42.47
Master Field Training Officer	92.95	2.79	\$95.74
Matron	25.69	0.77	\$26.46
Medium Truck Driver	36.52	1.10	\$37.62
Operations Assistant I	42.50	1.28	\$43.78
Operations Assistant II	52.80	1.58	\$54.38
Operations Assistant III	60.46	1.81	\$62.27
Parking Control Officer	37.33	1.12	\$38.45
Plumber	68.58	2.06	\$70.64
Physician Specialist, MD	186.52	5.60	\$192.12
Power Equipment Technician	53.51	1.61	\$55.12
Procurement Assistant II	46.10	1.38	\$47.48
Public Health Nurse	95.96	2.88	\$98.84
Public Response Dispatcher II	52.24	1.57	\$53.81
Public Response Dispatcher Specialist	56.52	1.70	\$58.22
Records Systems Clerk I	34.87	1.05	\$35.92
Records Systems Clerk III	42.04	1.26	\$43.30
Refrigeration Mechanic	68.58	2.06	\$70.64
Sales Clerk	35.91	1.08	\$36.99
Secretary I	37.60	1.13	\$38.73
Secretary V	46.67	1.40	\$48.07
Security Assistant	23.41	0.70	\$24.11
Security Officer	37.12	1.11	\$38.23
Senior Application Developer	81.28	2.44	\$83.72
Senior Clerk	36.34	1.09	\$37.43
Senior Criminalist	86.58	2.60	\$89.18
Sr. Electronic Communications Tech	70.53	2.12	\$72.65
Sr. Equipment Maintenance Worker	47.79	1.43	\$49.22
Senior Helicopter Mechanic	74.77	2.24	\$77.01



SERVICE UNIT	HOURLY RATE	LIABILITY @ 3%	TOTAL
Senior Information Systems Analyst	86.15	2.58	\$88.73
Senior Operating Systems Analyst	88.38	2.65	\$91.03
Senior Secretary II	48.03	1.44	\$49.47
Senior Typist Clerk	37.24	1.12	\$38.36
Sheet Metal Worker	66.38	1.99	\$68.37
Sheriff's Station Clerk I	34.71	1.04	\$35.75
Sheriff's Station Clerk II	39.29	1.18	\$40.47
Special Services Asst II	93.23	2.80	\$96.03
Student Professional Worker	15.33	0.46	\$15.79
Student Worker	12.68	0.38	\$13.06
Suprvg Communications Operator	53.67	1.61	\$55.28
Suprvg Criminalist	91.41	2.74	\$94.15
Suprvg Evidence & Prop. Custodian	50.63	1.52	\$52.15
Suprvg Forensic ID Specialist	77.68	2.33	\$80.01
Suprvg Parking Control Officer	43.13	1.29	\$44.42
Suprvg Public Response Dispatcher	58.21	1.75	\$59.96
Suprvg Sheriff's Station Clerk	47.48	1.42	\$48.90
Telephone Operator	31.10	0.93	\$32.03
Warehouse Manager	49.03	1.47	\$50.50
Warehouse Worker II	40.66	1.22	\$41.88
Word Processor II	39.29	1.18	\$40.47

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